



Client Terms of Engagement Placement of PERMANENT Employees

Parties

Windsor Recruitment **Lochinvar Personnel Pty Ltd trading as Windsor Recruitment**
ACN 084 242 071

of Level 4, 232 Adelaide Street, Brisbane, Queensland, 4001

Client **Name:**
ACN:
Address:

Agreed Terms - Permanent

1 **Placements**

- (a) The Client wishes to engage Windsor Recruitment to supply candidates for a role to meet the Client's requirements.
- (b) Each placement for the Client will be subject to these Terms of Engagement.
- (c) The Client must advise Windsor Recruitment immediately if it wishes to change the requirements for the placement. This includes advising Windsor Recruitment immediately if there is any change in the job particulars or work required of the candidate.
- (d) The Parties may agree to vary these Terms of Engagement but any variation must be in writing.

2 **Fees**

- (a) The Placement Fee payable for the successful placement of a candidate is generally calculated as a percentage of the annual remuneration package or is negotiated as a fixed fee in accordance with our standard fee structure. Annual remuneration comprises base salary, company car/car allowance and superannuation. In cases where a significant proportion of the annual remuneration is by way of incentive payment, the fee will include an amount agreed with the Client as an assessment of such total payments to be received in the first year of appointment. The fee is charged fully after the appointment of the candidate to the role.

- (b) For a retained assignment:
- One-third of the total fee based on the estimated total annual remuneration package upon acceptance of the assignment
 - One-third upon presentation of the short listed Candidates.
 - Balance of the fee is payable upon successful completion of the assignment. There will be an adjustment if the agreed package differs from the estimated package at the commencement of the assignment.
- (c) The Placement Fee payable by the Client shall be in accordance with category of placement as contained in Schedule A – ‘Schedule of Placement Fees’.
- (d) A minimum fee of \$5,000 will be charged unless otherwise agreed in writing.
- (e) The Standard/Exclusive Placement Fee is payable within fourteen (14) days from the date of the invoice.
- (f) The Retained Placement Fee is payable within (7) days from the date of the invoice. Failure to meet the above payment term would result in converting the placement fee in to a Standard Placement Fee.
- (g) If Windsor Recruitment has placed a candidate with the Client and the Client refers the candidate to another potential employer who subsequently hires the candidate, the payment of the Placement Fee rests with the original Client.
- (h) Consulting fees do not include media advertising expenses or production costs (charged direct to the Client, at cost, by the advertising agency immediately after placement of the advertisement). Other expenses such as travel and accommodation will be charged for. Such expenses are not incurred without the Client’s prior agreement.

Should an offer of employment be made to a candidate introduced by Windsor Recruitment to the Client or the candidate be referred to any other position where the candidate is subsequently employed within a twelve month period from the date of offer or referral, then the Client agrees to be bound by these Terms of Engagement and will be liable to pay on demand the placement fee in accordance with the category of placement as contained in Schedule A - ‘Schedule of Placement Fees’.

3 Replacement Guarantee

- (a) A Replacement Guarantee of three (3) months is provided from the date of commencement. This guarantee covers dismissal within the first three (3) months due to lack of performance or resignation by the candidate.
- (b) The Replacement Guarantee does not cover:
- (i) Downturn in business, closure of business or company takeover;
 - (ii) Change in job description or requirements;
 - (iii) A second replacement.

- (c) A replacement will only be arranged if:
 - (i) The account in respect of the placement of the original candidate has been settled in full within fourteen (14) days of invoice; for Standard/ Exclusive Terms of Business, and within seven (7) days of invoice for Retained Terms of Business.
 - (ii) Windsor Recruitment is notified within seven days of the Client becoming aware that the placed candidate is leaving. A period of six (6) weeks to find a suitable replacement applies in that event.

4 Liability

- (a) Candidate particulars are based on information supplied to Windsor Recruitment. No responsibility will be taken by Windsor Recruitment in tort, contract or otherwise for any loss or damage suffered by the Client, whether or not the loss or damage occurs in the course of performance by Windsor Recruitment of the placement of the candidate with the Client. The Client must satisfy itself with respect to the candidate's competence, integrity and suitability for the role.
- (b) To the extent that liability has not been effectively excluded by clause 4(a), then Windsor Recruitment (at its election) limits its liability to:
 - (i) The supply of the particular service again; or
 - (ii) The payment of the cost of supplying the particular service again.

Fees and adherence to immigration requirements are the responsibility of the Client not Windsor Recruitment. Immigration advice should be obtained from a registered Immigration Consultant.

5 General

- (a) Windsor Recruitment does not guarantee that a candidate will be available to accept the role offered.
- (b) A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document.
- (c) And the remaining clauses or parts of the clause of this document continue in force.
- (d) In this document:
 - (i) A singular word includes the plural and vice versa;
 - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (iii) If any day on or by which a person must do something under this document is not a business day, then the person must do it on or by the next business day; and
 - (iv) A reference to 'month' means calendar month.

- (e) In the event that the Client employs a Consultant of Windsor Recruitment on a permanent or contract basis or for a specified period or role then the Client will be charged and be liable to pay a Placement Fee to Windsor Recruitment in accord with the category applicable to such placement as contained in standard Permanent Fee Rate in Schedule A – 'Schedule of Placement Fees'. Additionally the Client shall pay the sum of \$10,000.00 being an estimate of the partial cost of training and developing a new Consultant. The Client agrees the above payment is reasonable and necessary to protect Windsor Recruitment's legitimate business interests.

Acceptance

I understand and agree to the above Terms of Engagement, and I am authorised to sign on the Client's behalf.

Client's Name: Authorised Signature:

Print Name: Position Held:

Date:

For the position of _____ I agree to the charge rate of _____%

On either a Standard basis Exclusive basis Retained basis